

***United States Court of Appeals  
for the Second Circuit***



**APPELLANT'S  
REPLY BRIEF**





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12-28-76

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76-7340

IN THE  
UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT

EDMOND PFOTZER AND E. JOHN PFOTZER, ETC.

Plaintiffs - Appellants,

v.

AMERCOAT CORPORATION AND AMERON, INC.

Defendants - Appellees

U.S. District Court, District of Connecticut  
Civil No. B-947

U.S. Circuit Court of Appeals, Second Circuit  
Docket No. 76-7340

ON APPEAL FROM U.S.D.C. CONNECTICUT  
RULING DENYING PLAINTIFFS' MOTION  
TO SET ASIDE STIPULATION OF DISMISSAL

Sat below: NEWMAN, D.J.

APPELLANTS' REPLY BRIEF

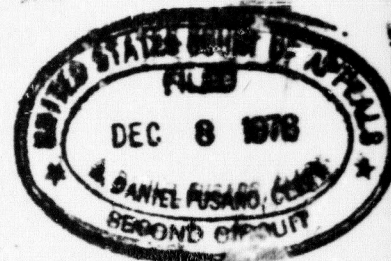
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STATEMENT

Appellants (plaintiffs-Pfotzers) respectfully submit this brief in reply to "Answering Brief" of appellees (defendants-Amercoat Corporation and Ameron, Inc.). Plaintiffs inform the Court that their necessarily extended reply to the matters of defendants' "Issues Presented For Review", and "Nature of the Proceedings" is unavoidable, in that the said sections were, in plaintiffs' view, replete with erroneous material facts, followed by erroneous interpretations predicated thereon; and which if not controverted, might in themselves cause a miscarriage of justice herein against plaintiffs' interests. Similarly defendants' unnumbered, and commingled arguments are of such nature, that plaintiffs' reply has necessitated extensive explanations and arguments to adequately respond thereto.



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REPLY TO APPELLEES' (DEFENDANTS: AMERON-  
AMERCOAT) "ISSUE PRESENTED FOR REVIEW"

Plaintiffs (appellants-Pfotzers) of necessity reply to defendants' (appellees) "ISSUE PRESENTED FOR REVIEW", reading:

"DOES A VOLUNTARY DISMISSAL WITH PREJUDICE UNDER  
RULE 41(a) OF THE FEDERAL RULES OF CIVIL PROCE-  
DURE OPERATE AS A FINAL ADJUDICATION OF THE ISSUES  
PRESENTED?"

Responsively plaintiffs contend that such is not the issue in the instant case inasmuch as the scope and application of Rule 41(a) of the Federal Rules of Civil Procedure is not relevant to plaintiffs' (Pfotzers) instant appeal, which otherwise restrictively relates to Pfotzers' motion to "SET ASIDE THE STIPULATION OF DISMISSAL DATED NOVEMBER 11, 1974", and which latter motion is necessarily grounded on the scope and application of Rule 60(b), Federal Rules of Civil Procedure; and the latter for the reasons that:

(a) There has been a failure of defendants' (Amercoat-Ameron) sole consideration on which the said "voluntary dismissal with prejudice" was based; and

(b) When as in the instant case the said "voluntary dismissal with prejudice" was founded on defendants' fraud in the inducement - to wit - based on defendants' deliberate misrepresentation (pp. 40a to 54a inclusive, and 28a and 29a) and as collaterally involving a fraud on the court; and



(c) When the appellees (defendants) persist in an endeavor to secure unjust enrichment by retaining the fruits of the failure of their sole consideration, and their affirmative fraud in the inducement of the "voluntary dismissal with prejudice";

(d) That as fairly premised on the foregoing, it is suggested that appellees' (defendants) "ISSUE PRESENTED FOR REVIEW" should otherwise have stated in substance:

DOES FAILURE OF CONSIDERATION, AND AS CORRELATED WITH FRAUD ON THE COURT BELOW, AND FRAUD IN THE INDUCEMENT OF THE PLAINTIFFS (PFOTZERS); AND AS COUPLED WITH DEFENDANTS' ATTEMPT TO SECURE UNJUST ENRICHMENT DEVOLVING FROM THE INSTANT "DISMISSAL WITH PREJUDICE", PROVIDE PROPER GROUNDS FOR THE COURT TO ACT ON ITS INHERENT POWER, UNDER RULE 60(b) OF FEDERAL RULES OF CIVIL PROCEDURE; AND THEREBY MANDATE THE SUBJECT DISMISSAL BE RESTORED TO ITS FORMER STATUS ON THE ACTIVE DOCKET FOR FURTHER PROCEEDINGS?



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REPLY TO APPELLEES' (DEFENDANTS: AMERCOAT  
CORPORATION AND AMERON, INC.) - "NATURE  
OF THE PROCEEDINGS".

Appellants (plaintiffs-Pfotzers), because of the many, serious discrepancies in defendants' denominated "NATURE OF THE PROCEEDINGS", are necessarily obliged to correct and respond to the various seriously erroneous components contained therein.

Plaintiffs submit at the outset, for the Court's relevant consideration, that the defendants obviously intended to make the many components of the forementioned caption, material to the substance of their brief; and likewise intended that the Court should rely both on their factual accuracy and their interpretations based thereon. Inasmuch as a significant portion of the material content is in serious error, plaintiffs are obliged to point out the more critical discrepancies therein contained. Accordingly, plaintiffs respond thereto seriatim, as such errors and related developments occur in defendants' brief.

(1) In the first five lines, of the first paragraph, page 2 of their brief, defendants state that the ostensible, comparative holdings of the Connecticut State Court are consistent with rulings of the United States District Court for the District of Connecticut. Plaintiffs assert such is not the fact. Pertinently, the United States District Court below, in its

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opinion - p. 9a, as commencing with line 9 - set out its erroneous concept of the apparent crux of the situation namely:

"Indeed, it is hard to understand how anyone can seriously contend that they have a judicially enforceable right to be sued by anyone else."

Plaintiffs submit that in the predecessor state action, they were not attempting to force "anyone else" to sue them. Plaintiffs were otherwise insisting on their contractual right (stipulation) to have their counter-claim against the defendants litigated in the state action. Their said insistence is based in part on the relevant part of their affidavit dated April 13, 1976, as set out in paragraph 8, pp. 35a and 36a, and pointedly as is set out at the top of p. 36a, and captioned:

"MEMORANDUM IN SUPPORT OF  
MOTION TO STRIKE FROM THE JURY DOCKET"

Reference to the quoted content of the City of Norwalk's motion evidences that by their collective contract (stipulation) the parties expressly agreed that the specific litigation as before the District Court below, pp. 11a, 12a, 13a and 14a would be litigated in the Superior Court of Connecticut, and such responsive agreement for the defendants is recorded in the last two lines p. 41a to line 11 on p. 42a,



and confirmed by defendants' counsel, Mr. Lessin, in the last 8 lines of p. 45a, wherein defendants' counsel states his agreement that the Pfozters (plaintiffs herein)

".....for the simple reason that these will raise issues in the light of the cross-complaint or special defense that Mr. Pfozter will be entitled to file,....."

Further references were also made by defendants' attorney as to the right of plaintiffs herein to litigate all aspects of their then pending litigation, Civ. Action B-947, in the District Court below; specifically as set out from line 10, p. 51a to line 10, p. 52a, and more specifically on p. 53a, line 3, to line 11 inclusive, on p. 54a. The amended complaint referred to by Mr. Lessin, lines 13 to 17 on p. 53a, as originally filed, carried a counter-claim and a special defense, and it is on this same counter-claim and special defense, which these plaintiffs herein were ultimately denied a hearing in the Superior Court of Connecticut.

In consideration of the totality of the foregoing, plaintiffs submit that there is no consistency between the rulings of the Superior Court of Connecticut and that of the District Court below. The Superior Court of Connecticut ruled that the subject stipulation of September 9, 1974 was not in Civ. Action 14326 as pending before it. The United States District Court below, erroneously hypothesized non-existent issues and then in essence, ruled thereon.



Pertinently, the defendants' counsel has failed to inform this Court that in the United States District Court for the State of Delaware, where a parallel motion to set aside the dismissal was heard; that said United States District Court declined to rule thereon until an appeal in the Supreme Court of Connecticut had been ruled on adversely to these appellants. Pertinently, the Supreme Court of Connecticut, on October 13, 1976, Exhibit 1, and on November 3, 1976, Exhibit 2, as respectively annexed and incorporated, denied plaintiffs' appeal, as is set out on pp. 61a to 88a, inclusive.

2. As commencing with line 14, on page 2 of appellees' brief, defendants asserted that Pfozters had failed and neglected to pay defendants for goods sold them, but failed to factually add, as they well knew, that the Pfozters had been directed in writing by the City of Norwalk (third party defendants) not to pay defendants' account, inasmuch as the said City claimed that the defendants herein had misrepresented their product to the City of Norwalk, and who as predicated thereon, had directed the Pfozters, in writing, to install defendants' goods (Bondstrand pipe), which failed following its installation.

3. In the bottom paragraph, of page 2 of defendants' brief, and as continuing on page 3, defendants have erroneously



eously hypothesized, and conjectured, without foundation, that the State Court's bare denial of appellants' motion to file an amended answer and counterclaim was because said (bare) denial was presumptively barred by the Statute of Limitations. Plaintiffs necessarily respond to such erroneous inference that Pfozters' amended answer and counterclaim, as based on breach of warranty and fraud was time barred by the Statute of Limitations in the State Court of Connecticut, and chiefly for two reasons:

First, Amercoat Corporation, one of the defendants who had breached its warranty to the City of Norwalk, was not authorized to do business in the State of Connecticut; but its successor, (by merger pp. 23a and 24a) Ameron, Inc. was authorized to do business in Connecticut, on December 24, 1970, p. 25a, and when plaintiffs filed their amended answer and counterclaim etc. on June 18, 1973, plaintiffs were in fact filing said amended answer and counterclaim within the four year period for such filing, as established by the applicable General Statutes of the State of Connecticut, as well as in accord with like statutes, as permitted the filing of a counterclaim in an action as a set-off, based on the same facts and situation as alleged in the primary complaint.

Moreover, the defendants' counsel in moving to dismiss



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plaintiffs' appeal as filed in the Supreme Court of Connecticut predicated it solely on the premise that plaintiffs' appeal was interlocutory in character. Evidence of this fact is shown on Exhibit No. 3, annexed and incorporated and wherein there is no allegation to support defendants' belated and self-contrived hypothesis as to the rationale for the basis of the State Court's bare denial; but only their arguments as to the appeal being interlocutory. It is not presently known why the defendants are intent on distorting the factual record by means of their obvious, erroneous statements.

4. In lines 12, 13 and 14 of page 3 of the same brief paragraph supra, defendants erroneously added as their hypothesis for the State Court's denial of these plaintiffs' "amended answer and counterclaim" the following assertion:

"....and that all pleadings had been closed for some applicable period of time prior to the motion for permission to amend to assert a counterclaim."

Plaintiffs assert that said hypothesis is factually incorrect, in the the pleadings were not closed until long after May 24, 1974, on which date defendants (Amercoat-Ameron) filed their belated answer denominated:

"ANSWER TO CROSS-COMPLAINT OF THIRD PARTY  
DEFENDANT, CITY OF NORWALK, DATED MARCH 24, 1970",

a copy of which is marked Exhibit 4, annexed and incorporated.



It is obvious why this fact of record was not correctly set out by the defendants.

5. For whatever intention defendants may have had for stating in the second paragraph of page 3 of their brief that: (a) All parties had apparently acquiesced to the trial by the State Referee. Such statement is not the fact. Plaintiffs herein had, by numerous papers timely filed in the action, vigorously protested the scheduled hearing before the said State Referee, Patrick B. O'Sullivan, as the record attests; and (b) Defendants have also stated in said second paragraph that:

"On September 9, 1974, actual trial was to have commenced." and thereby asserting that no trial had otherwise commenced. Plaintiffs emphatically contradict that statement as being completely erroneous. There was in fact a trial on defendants' herein primary action; and it was only after defendants' counsel had presented and rested defendants' case; and prior to commencement of cross-examination of their chief witness, that there followed a further development. Said presentation of defendants' case at the trial is recorded on 65 pages of official transcript presently not in the appendix record, but which however will be available for necessary reference and corroboration on the occasion of the anticipated oral hearing before this Court. It is not known why this material fact was misstated. The latter because of its critical importance.



(c) In the last three lines of said third paragraph, defendants' counsel says that:

"an agreement was reached by counsel for the parties which, to say the least, confused an already confusing situation".

Plaintiffs pertinently assert that the only confusion that exists, is in the words themselves, as contained in the statement quoted next above. Specifically, there was no confusion in the mind of the State Court Referee when he clearly stated for the record, lines 1 to 20 inclusive, p. 41a, what it had in mind and as has already been elaborated on under paragraph (1) supra.

6. In appellees' paragraph beginning at the bottom of page 3 and continuing on top of page 4 - counsel states that certain conditions subsequent had to be met before the stipulation would become effective. There is no such limiting condition stated in the stipulation. One of the parties to the stipulation, the City of Norwalk, has clearly set out its understanding of the stipulation under paragraph 8 as appears on pp. 35a and 36a, and relatedly plaintiffs specifically point to the pertinent colloquy recorded at the bottom of p. 53a, and at top of p. 54a, wherein the following stipulation exchange took place in the context:

"MR. LESSIN: Yes. Let me ask this: At the time you



filed your special amended answer, will that be the answer?

MR. PFOTZER: That will be the answer.

MR. LESSIN: Simultaneous with that it will be necessary for me to consent to that and I will give you the consent provided that upon the giving of the consent to the filing that the actions in the federal courts are simultaneously withdrawn. Am I correct?

MR. PFOTZER: That is correct.

MR. LESSIN: What will be before you now will be that amended complaint, and you will attach a stipulation to that or attach something to that that upon the giving of the consent to file that amended answer that had been previously denied by the court.

THE COURT: Now, Mr. Pfozter, before you agree to that, are you sure that everything that is in the federal case will be in before me?

MR. PFOTZER: It almost parallels it word for word.

THE COURT: Alright. You're not giving up anything.

MR. PFOTZER: No, sir.

MR. LESSIN: So with the filing of that you will then attach a paper that upon my consent to the filing of that special which was previously denied by the court earlier this year, that the actions in the federal courts in New Haven and in the Wilmington District in Delaware will be withdrawn by you. Am I correct?



MR. PFOTZER: Yes, with the understanding that you are going to give your consent when you receive it.

MR. LESSIN: Oh, yes.

MR. PFOTZER: Okay.

MR. LESSIN: Now, also it is understood that you will also send down a stipulation for the jury claim. Is that correct?

MR. PFOTZER: Correct.

MR. LESSIN: You will withdraw that. All right."

Pertinently, appellants submit that presently defendants' counsel has seriously distorted the actual record and appellants suggest that defendants' counsel should be called on to demonstrate the accuracy of his statements to the Court on the occasion of the oral hearing.

7. Plaintiffs contradict the content of defendants' second paragraph on page 4 of their brief, and in the following manner:

(a) Plaintiffs emphatically deny that there was any disagreement as to interpretation of the stipulation of September 9, 1974 as between the Court and the parties. But the record, shows defendants, for their own ulterior purposes, did elect to subsequently breach the agreement as was concurred in by the Connecticut State Referee, and by



the City of Norwalk, and by the Pfoetzers solely to serve as a basis for defendants' fraud in the inducement of the court etc.

(b) Pfoetzers, plaintiffs herein, carried out their part of the voluntary agreement as was made in open court, on the premise that defendants' promise was made in good faith, and was entered into for the respective considerations involved; and that each party recognized it would profit by the agreed consolidation of the involved actions; and as based on the consolidated case being then scheduled for trial on November 18, 1974; and all as specifically agreed to by the parties as commencing with line 12 on p. 54a; namely:

"THE COURT: Well, I think we made some progress. Now it is the question of setting a date.

(Following further discussion concerning a mutually agreeable date, it was decided that the case would resume on November 18, 1974, at the Superior Court in New Haven, Room 601, commencing at 9:00 o'clock a.m.)"

MR. PFOTZER: I don't want to throw any obstacles in the way, but are these other witnesses in the West Indies going to be here?

MR. LESSIN: Whatever witnesses are required and on the job and will be available will be here. And I believe that gentleman from the West Indies, will he be back?



MR. JELLESon: Yes.

MR. LESSIN: The indication is yes.

THE COURT: And if he isn't, there will be no continuances. Just hard luck for him."

Clearly the parties were in agreement as to that which had transpired therebefore; and that the prior trial - "would resume on November 18, 1974" supra (as underlined), and clearly defendants' counsel was saying in effect that the defendant would be ready for the consolidated trial, as underlined supra, and surely the Court. in its concluding sentence, as underlined supra, made its attitude very clear.

8. In the second paragraph on page 4 of appellees' brief, defendants' counsel has set out certain conclusions which are erroneous. Therein he has stated that recent developments in the State Court have not gone to the satisfaction of Pfozter and therefore Pfozter has attempted to vacate the "Stipulation of Dismissal" as entered in the Court below. Relevantly:

(a) Pfozters have otherwise herein sought to set aside the "Stipulation of Dismissal," because of the failure of defendants' consideration for Pfozters' agreement; and because of defendants' fraud in the inducement thereof; both as relates to the Court below and to the Pfozters. Accordingly, Pfozters



next specifically invite the Court's scrutiny of the pivotal corroborating references, as are set out in the appendix, as beginning with line 8, p. 90a and continuing to line 13, p. 92a, and which by reference is incorporated herein.

(b) Also, defendants have stated that Judge Dean dismissed the case in the Superior Court of Connecticut. This the Court did not do - when appellants (Pfozters), at the hearing of December 3, 1975, stated that the Court was dismissing the case, the Court responsively stated in effect: "I am not dismissing the case; the action is being respectively withdrawn by Amercoat and the City of Norwalk." Relatedly for confirmation, the Court is requested to refer to lines 15 to 18, p. 98a, and lines 18 on p. 121a, and line 1, p. 121a; and with more specificity, to the content of lines 1 to 24 inclusive on page marked c of Exhibit A as presently annexed to appellants' (plaintiffs') brief; namely:

"MR. PFOTZER: I would like to have this, in conjunction what's just transpired, for my position.

THE COURT: Yes. Your position is that you would oppose this if you could.

MR. PFOTZER: Yes.

THE COURT: However, you have no standing here.

MR. PFOTZER: Correct.



THE COURT: You may take an exception.

MR. PFOTZER: The defendants E. and E. J. Pfozter enter their objection and/or exception to the proposed dismissal of Amercoat's action against E. and E. J. Pfozter.

THE COURT: I want to correct you. It is not a dismissal. It is a withdrawal.

MR. PFOTZER: Withdrawal of Amercoat's action against E. and E. J. Pfozter. The foregoing, as a consequence of the operation of the law of the case, defendants assert that there is an answer and counterclaim present in the prior action which has been withdrawn, that has not, to date, been duly litigated, and the presence of which precludes Amercoat from withdrawing its action against defendants Pfozter and Transamerica Insurance Company.

THE COURT: All right. Your objection is noted. You may have an exception."

Pfozters' objections etc. were based in part on: Boothe v. Armstrong, 76 Conn. 533, 534; Bristol v. Bristol Water Co., 85 Conn. 673; Lusas v. St. Patrick's Roman Catholic Church Corp., 123 Conn. 168, 169; McCann v. Bentley Stores Corp., 34 F. Supp. 234; Sprague v. Ticonic Nat. Bank, 307 U.S. 161; and Section 52-80 and Section 52-81 of the Connecticut General Statutes.

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In the same proceeding in the State Court supra, defendants' instant counsel actively participated. It was he who had signed the subject "Stipulation of Dismissal With Prejudice", pp. 28a and 29a. Therein defendants had agreed (by incorporating the terms of the September 9, 1974 stipulation -- pp. 40a to 54a), that plaintiffs' Complaint, pp. 11a to 14a, in lieu of it being litigated in the United States District Court below, would be consolidated and litigated with pending Civ. Action 14326 in the Superior Court of Connecticut. Said consolidation was to be effected by plaintiffs being permitted to refile their prior Amended Answer and Counterclaim of June 18, 1973 in the pending pleadings of said Civ. Action 14326 in the Superior Court of Connecticut. It is to be noted that it was only defendants' agreement to consolidate plaintiffs' pending action in the District Court below (its sole consideration for the stipulation) which induced the plaintiffs herein to agree to the "Stipulation of Dismissal With Prejudice" from the District Court below, pp. 28a and 29a.

Subsequently, defendants breached their agreements of September 9, 1974 supra, and their agreement of November 11, 1974 supra. The said agreements had specifically provided that Pfozters' "Amended Answer and Counterclaim" to defendants' primary action in Civ. Action 14326 in the Superior Court of



Connecticut would be litigated in the State Court, pp., 75a, and 76a (specifically paragraph 2, with emphasis on sub-paragraph f. therein).

The Court's attention is respectfully invited to the fact that defendants' instant counsel did on December 3, 1975, supra join in the withdrawal of defendants' action. Said counsel's participation in said withdrawal is set out on transcript page a, Exhibit A - as is attached to plaintiffs' brief, and is hereinafter set out verbatim:

"THE COURT: Gentlemen, I understand that you have entered into a stipulation.

MR. GOLDBLATT: That is correct, your Honor. There is a stipulation that has been agreed to by counsel for Amercoat Corporation and for the City of Norwalk. How would you denominate your role?

MR. MAHER: The stipulation will be for Amercoat Corporation as plaintiff, and as defendant on the cross-complaint.

THE COURT: And you represent them on the cross-complaint?

MR. MAHER: As defendant on the cross-complaint filed by the City of Norwalk."

Thus the stipulations of September 9, 1974, and defend-



ants' fraudulently induced "Stipulation of Dismissal With Prejudice" of November 11, 1974, were fraudulently processed to put these plaintiffs out-of-court - without "due process", viz., a hearing on the merits, in both the State Court of Connecticut, and the United States District Court of Connecticut.



ARGUMENT

BEING APPELLANTS' (PLAINTIFFS-  
PFOTZERS) REPLY TO APPELLEES'  
(DEFENDANTS-AMERCOAT-AMERON)  
BRIEF AS CAPTIONED "ARGUMENT"

POINT I:

PLAINTIFFS ASSERT THAT DEFENDANTS ERRONEOUSLY  
ARGUE THAT PLAINTIFFS SEEK TO REPUDIATE A  
"STIPULATION FOR DISMISSAL WITH PREJUDICE"  
BECAUSE OF PLAINTIFFS' DISAGREEMENT WITH  
(UNIDENTIFIED) STATE COURT DETERMINATIONS.

Because of its basic significance to plaintiffs' appeal to this Court, Pfozters find it is necessary, at the outset, to rebut certain of the assertions made in defendants' opening paragraph, page 5 of their brief, and which states in essence:

Plaintiffs have brought their subject motion before the Court below because they do not agree with the State Court determinations, and therefore they are seeking to repudiate a stipulation for dismissal with prejudice and that such is an: "...ingenuous approach to this problem but one which is contrary to applicable law."

Responsively, appellants assert that this assertion is irrelevant and completely erroneous for the following reasons:

(a) Dissatisfaction with any of the State Court determinations was not plaintiffs' motivation. The latter in that said dissatisfaction etc. could not supply a justification for plaintiffs' motion as involved in the instant appeal as defendants should realize. Pertinently: defendants' several



counsel must surely have read the transcript of the hearing of plaintiffs' subject motion in the Court below; i.e. wherein their instant counsel participated. Specifically in plaintiffs' opening statement to the Court, line 3, p. 90a to line 13, p. 92a; and lines 1 to 23, p. 93a, plaintiffs clearly informed the Court that their reasons for seeking to have the "Stipulation of Dismissal" set aside were:

(a) The breach of the Stipulations of September 9, 1974 and of November 11, 1974, which caused the failure of the defendants' sole consideration for the "Stipulation of Dismissal".

(b) That the stipulation before the Court below, as signed by the Court on November 11, 1974, was secured by fraud in its inducement - lines 9 to 25 on p. 103a, and lines 1 to 3 on p. 104a; and because of the extreme importance of plaintiffs' position at that time, and as of now, it is set out verbatim, that is, as commencing with lines 9 to 25 on p. 103a and lines 1 to 3 on p. 104a, as involving plaintiffs' responses to the questioning by the Court below:

"MR. PFOTZER: I want to set aside the stipulation in this court now for this reason, your Honor: that when the defendant signed the stipulation in this court, as premised on the first one, it knew that it was not going to honor the stipulation in the state court, which this stipulation was predicated upon. It induced us to agree to dismiss this



action with the knowledge on its part that it did not intend to litigate the action in the state court.

Therefore, we're saying to this Court there was fraud, your Honor, in the inducement of this stipulation before this Court because it knew - the same party in the state court - that it was not going to litigate the action in the state court?

Clearly, then - the matter is not one as defendant euphemistically phrases it - "an ingenuous approach to the problem" - but rather, an approach that bluntly says plaintiffs are appealing to this Court (a): To Set Aside the "Stipulation of Dismissal" because of the failure of defendants' sole consideration; and (b): because of defendants' collateral fraud in inducing the Court below to approve and sign, and these appellants to sign, the said "Stipulation of Dismissal" on the grounds that plaintiffs' complaint in B-947 - pp. 11a to 14a inclusive, would be consolidated and litigated with Civ. Action 14326 in the Superior Court of Connecticut. It is respectfully suggested to this Court (at the prospective oral hearing) that it inquire of defendants' counsel whether in fact Civ. Action B-947 supra was consolidated and litigated with Civ. Action 14326 in the Superior Court of Connecticut? Defendants' failure to have done so would be conclusive evidence of both the failure of defendants' sole consideration,



and affirmative evidence of the fraud in the inducement supra, both on the Court below and on these plaintiffs.

POINT II:

PLAINTIFFS (PFOTZERS) ASSERT THAT DEFENDANTS, THROUGHOUT VIRTUALLY THEIR ENTIRE ARGUMENT, ERRONEOUSLY CONTEND THAT THIS COURT HAS NO ALTERNATIVE BUT TO PREDICATE ITS DECISION ON THE BASIS OF RULE 41(a) F.R.C.P.

Defendants' "Argument" from page 5 to page 9 of their brief is virtually exclusively devoted to arguing the proposition that there is no relief to be had from this Court, as stemming from a voluntary dismissal with prejudice. The latter regardless of how the instant voluntary dismissal with prejudice was obtained by the defendants. Defendants further argue by means of their cited cases, that regardless of by what means the instant dismissal with prejudice was obtained, that said "dismissal with prejudice has the effect of a final adjudication on the merits and is thus a bar to future suits brought by the plaintiff upon the same cause of action,....." - paragraph 3, page 6 thereof.

Plaintiffs (Pfozters) responsively contend that plaintiffs' motion to set aside the Stipulation of Dismissal is not one that is responsive to defendants' attack by their attempted use of Rule 41(a) of Federal Rules of Civil Pro-

cedure, but is such motion as requires the defendants produce a Federal Rule of Civil Procedure and pertinent cases which provide defendants with a legal defense against:

(a) Failure of defendants' sole consideration for which they extracted a "Stipulation of Dismissal with Prejudice"; and

(b) Fraud in the inducement by which means appellees extracted the "Stipulation of Dismissal with Prejudice" from both the Court below and these plaintiffs.

POINT III:

PLAINTIFFS (PFOTZERS) ASSERT THAT DEFENDANTS  
ERRONEOUSLY SEEK TO ARGUE THAT THE OSTENSIBLE  
EFFECT OF PLAINTIFFS' ALLEGED INVOLVED ELEC-  
TION OF REMEDIES IS IMMUTABLE.

Plaintiffs point out that the defendants, in the first paragraph on page 6 of their brief, argue in effect, that plaintiffs, having exercised their election of remedies, as when they contracted with the defendants by means of their mutual "Stipulation of Dismissal with Prejudice", to have their Civ. Action B-947, as appears on pp. 11a, 12a, 13a and 14a, consolidated and litigated with the pending Civ. Action 14326 in the Superior Court of Connecticut, and that regardless of any subsequent pertinent development, the effect of the said election is immutable.

Pursuantly, plaintiffs assert that plaintiffs' and de-



defendants' bilateral contract (said stipulation supra) involved a mutual election of remedies - i.e. - a knowing choice; involving a reciprocal giving and receiving of considerations as made in the exercise of judgment. Plaintiffs' knowing choice was based on their reliance of the customary legal implication of contracts (Stipulation of Dismissal, p. 28a, as correlated with the Stipulation of Record in the Superior Court of Connecticut, pp. 40a to 54a inclusive). Said contracts implicitly included therein the reciprocal obligations of anticipated "good faith" performance. Absent the element of intended reciprocal "good faith", performance contracts are of questionable, if any, value. The "good faith" which plaintiffs contemplated to be inherent in both stipulations is that definition of the term which embraces:

"An honest intention to abstain from taking any unconscientious advantage of another, even through the forms and technicalities of law, together with an absence of all information or belief of facts which would render the transaction unconscientious."  
(Sec 55 Am Jur. 1069)

Plaintiffs assert that the passage of time has shown that defendants' total lack of promised performance and as coupled with its taking the benefits of plaintiffs' full performance, as related to the two stipulations supra, have clearly shown their antithesis of "good faith performance"



namely: "bad faith performance".

Defendants' subject "bad faith" is clearly evidenced by the true issue as is involved in this appeal; and which true issue is partially paraphrased from that set out under (d) on page 3 of this reply brief - i.e. -

Defendants' "bad faith" in the making and inducing of Pfozters' agreement to the two stipulations, identified above, and their related non-performance of their reciprocal performance obligations is evidenced by:

"Defendants' failure of consideration; and as correlated with fraud on the court below; and fraud in the inducement of Pfozters' consent to the contracts; and the foregoing coupled with defendants' attempt to secure unjust enrichment devolving from the instant "Dismissal with Prejudice"; and as viewing all of the foregoing from the standpoint of this Court, such provides proper grounds for the Court to act on its inherent power, under rule 60(b) of Federal Rules of Civil Procedure, to mandate the subject dismissal be restored to its former status on the active docket, for further proceedings."

Pfozters pertinently submit that as set out in Am. Jur. "Fraud and Deceit", Section 19, and the authorities therein cited, that "Fraud destroys the validity of everything into which it enters and vitiates the most solemn contracts and documents, even judgments." Quite understandably, Courts view the practice with abhorrence. The Courts have always taken the position that fraud at any stage of the transac-



tion vitiates all to which it attaches. Udell vs. Atherton 7 H&N 181; Pan American Petroleum Transportation Company vs. United States, 101 Ct Claims 114 (1944).

Plaintiffs assert that defendants' "bad faith etc." supra in the discharge of its contracts supra, and as were otherwise saturated with fraud etc., constitutes such a defect as negates every aspect of the subject "Stipulation of Dismissal - With Prejudice" in that the proceedings in which it occurred are thereby null and void, of no avail or effect whatever, and incapable of being made so. In short, plaintiffs say that whereas the defendants unjustly seek to implement the intent of Rule 41(a) of the Federal Rules of Civil Procedure, the just consideration of plaintiffs' subject appeal should otherwise be resolved under Rule 60(b) of the Federal Rules of Civil Procedure.

POINT IV:

PLAINTIFFS (PFOTZERS) SUBMIT THAT  
DEFENDANTS (AMERCOAT-AMERON) ER-  
RONEOUSLY CONTEND THAT THIS COURT  
MAY ONLY DETERMINE THIS APPEAL ON  
THE BASIS OF RULE 41(a) OF F.R.C.P.

Plaintiffs (Pfozters) next respond to the contentions advanced by the defendants as are set out in the second paragraph on page 8 of their brief, wherein they state:

"no other conclusion can be reached except that the



instant case falls within the meaning of these decisions"-  
N.B. All decisions relating to Rule 41(a) F.R.C.P.

Responsively Pfotzers reiterate that the stipulation of dismissal with prejudice, as was approved by the Court, Newman U.S.D.J., was in fact induced and obtained by fraud, and the said fraud was in fact affirmatively directioned against the Court below as against the plaintiffs, and further, that the said dismissal is void because of the failure of defendants' sole consideration for that contract (stipulation) pp. 90a, 91a, and 92a. (Also see next related section).

POINT V:

PLAINTIFFS (PFOTZERS) REBUT DEFENDANTS'  
ERRONEOUS CONCLUSION TO THE EFFECT "THAT  
PLAINTIFFS COMPLAIN THEY NEVER MEANT TO  
ENTER INTO A DISMISSAL WITH PREJUDICE"

Plaintiffs assert that in the second paragraph on page 8 of their brief, defendants conclude with the words:

".....the plaintiffs now complain that they never meant to enter into a dismissal with prejudice."

Plaintiffs make clear to this Court, they do not so complain; they in fact, voluntarily entered into the said stipulation of dismissal with prejudice, but only as in complete reliance on the contract agreement (stipulation as was entered in open court on the record pp. 40a to 54a inclusive; to the effect that Civil Action B-947 in the U.S.D.C. would be consolidated and litigated with Civil Action 14326 in the Super-



ior Court of Connecticut.) The agreement was to provide such consolidation. The defendants induced the plaintiffs to sign such a contract. There has been no mystic, or esoteric legal skill displayed in these proceedings by the defendants whereby they have ostensibly outwitted their adversaries, and thus secured an unjust enrichment - albeit legally - but as seen in its true aspect, there has only been bare fraud, obvious failure of consideration, and defendants' willingness to lend themselves to pettifogging.

In their final paragraph on page 8, the defendants state that the plaintiffs are no strangers to Federal and State of Connecticut law. This is a true statement. Plaintiffs are not strangers to the legal aspects of the instant involved law. Defendants further state that the plaintiffs were well aware that a "Stipulation of Dismissal" was a full and final adjudication of their rights, whatever they might be, in the United States District Court for the District of Connecticut. Defendants respond by asserting that such statement is not true. It is not true, because the defendants secured the said "Stipulation of Dismissal with Prejudice" by fraud in the inducement on both the Court below and on the plaintiffs and which was followed by the defendants' intended failure of their only involved consideration: namely, the promise to



consolidate the substance of Civil Action B-947 in the U.S.D.C. of Connecticut with Civil Action 14326 in the Superior Court of Connecticut. Pertinently, it is suggested that this Court, at the prospective oral hearing:

(a) Ask defendants' counsel if the foregoing had been in defendants' contemplation when defendants agreed to the stipulation in open court, on the record, on September 9, 1974?; and

(b) Whether defendants did not oppose and prevent said consolidation and its litigation of Civil Action B-947 with Civil Action 14326 supra? (See pages 16, 17, 18, 19 and 20 supra). It is plaintiffs' opinion that the defendants' answers to these and related questions should assist the court in its determination of this appeal.

POINT VI:

PLAINTIFFS (PFOTZERS) ASSERT THAT DEFENDANTS HAVE IMPLIED THAT THE FACT THE SUPREME COURT OF CONNECTICUT DISMISSED PLAINTIFFS' MANY-FACETED (IN PART RELATED) APPEAL SHOULD NEVERTHELESS CHART THE COURSE THIS COURT SHOULD FOLLOW RE PFOTZERS' INSTANT APPEAL

As pertinent to the foregoing aspect, plaintiffs, for the reason the defendants have considered it essential to include their reference to the action of the Supreme Court of Connecticut in dismissing plaintiffs' appeal (in Civil Action No. 14326), the latter as is set out in detail, on



pp. 74a to 82a inclusive, plaintiffs necessarily request this Court to scrutinize plaintiffs' said appeal to that Court to the end that it may be fully informed of the nature of the assignment of errors (7), which the Supreme Court of Connecticut in fact summarily dismissed.

Again, because the defendants herein introduced the involved matter, plaintiffs, as part of their applicable response, necessarily include a copy of their letter dated November 26, 1976, Exhibit No. 5, addressed to the Chief Justice, Supreme Court of Connecticut, and wherein they set out plaintiffs' essential response to the Court's decisions.

Plaintiffs reply to the final paragraph on page 9 of defendants' brief by stating that they are attaching (Exhibits 1 and 2), copies of the Supreme Court of Connecticut's bare decisions, as they relate both to its respective dismissal of Pfozters' appeal and of its denial of Pfozters' motion for reargument.

Pertinently, Pfozters inform this court that by affidavit dated April 13, 1976, pp. 33a to 37a inclusive, they informed the Court below, as in paragraph 9, that the basic reasons why Pfozters are seeking to set aside the instant "Stipulation of Dismissal with Prejudice"; and as pertinent to the ruling of said Superior Court, Dear, J. - see paragraph 4 -



of said affidavit, p. 34a, concluding with the following:

"Thereafter he ruled that these plaintiffs' (appellants herein) Amended Answer and Counterclaim were not a part of the pleadings in the Superior Court Action No. 14326."

The immediate foregoing was responsive to the herein defendants' contentions before the said Court, and which induced the said ruling. Thus the defendants herein by affirmative fraud, induced the Pfozters (plaintiffs herein) to agree to the "Stipulation of Dismissal with Prejudice" and said defendant herein now seeks unjust enrichment by attempting to retain the fruits of their obvious fraud, through the denial of "due process", a hearing on the merits to these plaintiffs.

#### CONCLUSION

WHEREFORE, plaintiffs respectfully submit to this Court, based on the totality of the foregoing, that defendants' fraud involved herein has tainted all it touched. Said defendants' fraud has not only tainted the "Stipulation of Dismissal", but presently permits defendants to hold its fruits with bands of steel - and they, in effect, are now saying to this Court:

"We defendants have the said 'Stipulation Etc.'; it has been signed by the plaintiffs (Pfozters); albeit by fraud in the inducement, as on both the Court below, and on plaintiffs; and furthermore, our sole consideration for the said 'Stipulation



of Dismissal with Prejudice' has failed; nevertheless, Rule 41(a), F.R.C.P., is authority for our contention that this Court cannot deprive us of its pertinent finality."

Notwithstanding the foregoing, plaintiffs are of the belief, that not only can the Court sever defendants' "bands of steel" about the said stipulation supra, but respectfully suggest that the Court ought to do so, by reversing the ruling of the Court below denying plaintiffs' motion to set aside the said "Stipulation of Dismissal with Prejudice", and to correlatively grant these appellants such other relief as to this Court seems just.

Respectfully submitted,

*E. John Pfoetzer*  
 E. John Pfoetzer, pro se

Edmond Pfoetzer, pro se

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of December, 1976, I forwarded by U.S. certified mail - return receipt requested - postage prepaid - two copies of appellants-plaintiffs' foregoing "Reply Brief" to: appellees-defendants' (Amercoat-Corporation and Ameron, Inc.) counsel: Kevin J. Maher, Esq., Maher & Maher, 955 Main Street, Bridgeport, Connecticut, 06601.

*E. John Pfoetzer*  
 E. John Pfoetzer



Americoat Corporation v.  
Transamerica Insurance Company  
et al.

October 13, 1976. The plaintiff's  
motion to dismiss the appeal of  
the defendants Edmund and E.  
John Pfozger from the Superior  
Court in Fairfield County at  
Stanford is granted.

By the Court,

Hause  
Chief Justice

EXHIBIT NO

1

all Parties  
Notified on

Oct 18 1976

DBP



STATE OF CONNECTICUT  
SUPERIOR COURT  
COURT OF COMMON PLEAS  
CLERK'S OFFICE, STAMFORD

JOHN J. P. RYAN, CLERK

No. 14326

Amercoat Corporation v.  
Transamerica Insurance  
Company et al.

November 3, 1976. The motion by  
the defendants E. John Pfozger  
and Edmund Pfozger to re-  
argue the plaintiff's motion to  
dismiss the appeal, <sup>which was</sup> granted  
October 5, 1976, is denied.

EXHIBIT NO

-2

By the Court,

Hare  
Chief Justice

CN 11-10-76



No. 14326

AMERCOAT CORPORATION

V.

TRANSAMERICA INSURANCE  
CO. ET AL

: SUPERIOR COURT AT STAMFORD  
:  
: COUNTY OF FAIRFIELD  
:  
: JULY 31, 1973

MOTION TO DISMISS

The plaintiff moves that the appeal of the defendants, Edmund Pfozter and E. John Pfozter, dated July 30, 1973, be dismissed on the ground that the decision of the court of July 20, 1973 is not appealable.

THE PLAINTIFF

By

*Harry M. Lessin*  
Harry M. Lessin  
SLAVITT & CONNERY  
Its Attorneys

This is to certify that a copy of the foregoing was mailed this date, postage prepaid, to:

E. J. Pfozter  
P. O. Box 476  
So. Norwalk, Conn., 06856

*Harry M. Lessin*  
Harry M. Lessin

EXHIBIT NO-3



No. 14326

AMERCOAT CORPORATION

V.

TRANSAMERICA INSURANCE  
CO. ET AL

: SUPERIOR COURT AT STAMFORD

: COUNTY OF FAIRFIELD

: JULY 31, 1973

PLAINTIFF'S BRIEF ON MOTION TO DISMISS

An appeal to the Supreme Court is not the matter of right, but exists by virtue of statute. Gen. Stat. Sec. 52-263. Presumably, the appeal was taken from what appears to the defendants to have been a final judgment or a judgment in effect giving rise to an appeal under the statute and decisions of this court.

The authorities are clear in the tests that have been laid down in determining whether a judgment is final. Hiss v. Hiss, 135 Conn. 333; Gores v. Rosenthal, 148 Conn. 218; Guthrie v. Hartford National Bank and Trust Co., Ex'r, 146 Conn. 741.

In Guthrie the plaintiff was denied permission to amend the complaint and ad damnum, from which denial an appeal was taken. The court held, in dismissing the appeal, that the denial of the motion was not a final judgment. Neither by statute nor rule does our jurisdiction recognize the right of appeal from interlocutory judgments, an earlier course frequently sought by appellants in rulings on demurrer. Stamford Dock and Realty Corp. v. Stamford, 124 Conn. 341 & fn. at page 342.

EXHIBIT NO - 3



The defendants are not without remedy in the course obviously employed to interject issues extraneous to and beyond the scope of those cognizable in a foreclosure action. The plaintiff's action is to recover upon a public bond, which, by statute, has replaced the remedy afforded materialmen through the mechanic's lien procedure. In essence it is a foreclosure action, as that of a mechanic's lien or a judgment lien. All are statutory mortgages. Beardsley v. Beardsley, 47 Conn. 408; Lindsay v. Gunning, 59 Conn. 296, 314; Loomis v. Knox, 60 Conn. 343.

It is difficult to conceive that the matters dealing with the proposed amendments with which this appeal is concerned are proper when in a foreclosure action the only defenses are payment, discharge, release, satisfaction, or the invalidity of the lien. Peterson v. Weinstock, 106 Conn. 436.

For the foregoing reasons, the appeal should be dismissed.

THE PLAINTIFF

By

Harry M. Lessin  
SLAVITT & CONNERY  
Its Attorneys

This is to certify that a copy of the foregoing was mailed this date, postage prepaid, to:

E. J. Pfoetzer  
P. O. Box 476  
So. NORwalk, Conn. 06856

\_\_\_\_\_  
Harry M. Lessin

EXHIBIT NO

3



SUPERIOR COURT,  
Fairfield County  
at Stamford

} CLERK'S OFFICE

John J. P. Ryan, Clerk

Stamford, Conn.,

July 23, 1973

No.

4326

Imperial Corp. vs. Transamerica  
Motion to Amend Answer  
(160) Denied 7/20/73

M. Burns

Asst. Clerk.

EXHIBIT NO-3



No. 14326

AMERCOAT CORPORATION

V.

TRANSAMERICA INSURANCE  
CO. ET AL

SUPERIOR COURT - Stamford

COUNTY OF FAIRFIELD

MAY 24, 1974

ANSWER TO CROSS-COMPLAINT OF  
THIRD PARTY DEFENDANT, CITY  
OF NORWALK, DATED MARCH 24, 1970

The plaintiff denies that (1) it made any warranties to said City of Norwalk or its representatives as alleged or (2) its inspection of the installation was other than pursuant to printed or written specifications presented to the defendant Pfotzer and merely to observe that the installation as made by said Pfotzer or his agents was in accord with recommended directions of plaintiff or (3) the alleged failure of said pipe came about through any misrepresentation or inherent defect therein or (4) the damage, if any, was caused by other than an improper installation or the superimposition of conditions beyond the control or responsibility of plaintiff.

THE PLAINTIFF

By

*Harry M. Lessin*  
Harry M. Lessin  
SLAVITT & CONNERY  
Its Attorneys

Copy sent to all counsel  
of record.

*Harry M. Lessin*  
Harry M. Lessin

EXHIBIT NO-4



E. & E. J. PFOTZER

*Contractors*

Post Office Box 987

WILMINGTON, DELAWARE 19899

November 26, 1976

Processing plant equipment  
and piping installations.

The Honorable Chief Justice  
Supreme Court of Connecticut  
Supreme Court Building  
Hartford, Connecticut

Re: Civil Action 14326, Amercoat v. Transamerica, et als

Subject: Defendants' and Third Party Plaintiffs' (Appellants)  
Protest and Exceptions To the Supreme Court's  
Decisions Dismissing Appeal Etc.

Dear Sir:

This is to advise for the pertinent record, that defendants and third party plaintiffs (appellants) hereby file their protest, and take exception to the Court's herein-after identified decisions, relevant to appellants' appeal as taken in the subject action under date of April 9, 1976:

DECISIONS

(1) Dated: October 13, 1976 - Re: Plaintiffs'  
"Motion To Dismiss"

- granted -

"All parties notified October 18, 1976 - JJP"

(2) Dated: November 3, 1976 - Re: Defendants' and  
Third Party Plaintiffs' "Motion For Reargument Etc."  
- denied -

"C/N. 11-10-76 (as received by appellants on 11-13-76)

Pursuantly, the basis for appellants' protests and exceptions is: that the bare decisions (copies attached) as promulgated are, as predicated on the involved facts

EXHIBIT NO-5



The Honorable Chief Justice  
Supreme Court of Connecticut  
November 26, 1976

and applicable law, manifestly erroneous and clearly arbitrary in that:

(a) They are in fact contrary to the letter and intent of the applicable General Statutes of Connecticut;

(b) They are clearly inconsistent with prior relevant decisions of this Court;

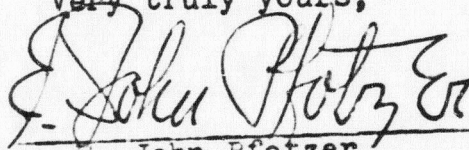
(c) They are in obvious violation and disregard of basic rules of equity;

(d) It is difficult to see how reasoning, judicial minds could have reached the decisions indicated on the basis of the evidence presented.

(e) That as a result of the said alleged defective decisions, which have in their intended effect, unjustly deprived these appellants of having the merits of their derivative action receive a judicial determination, the appellants have been denied their basic, constitutional rights of "Due Process".

The aforesaid protests and exceptions are, under the totality of the unusual and questionable circumstances involved, necessarily pro-forma. The latter in that the herein defendants and third party plaintiffs (appellants) have exhausted available procedures under the "RULES FOR THE SUPREME COURT" and as based on the foregoing decisions etc., it is evident, that if remedial relief is to be secured, it necessarily must be sought in other judicial tribunals.

Very truly yours,

  
E. John Pfitzer

cc: Clerk, Superior Court (Stamford)  
Reporter of Judicial Decisions

EXHIBIT NO-5



Must be accompanied by:

1. An appointment of an attorney upon whom process may be served, and
2. A Certificate of Good Standing authenticated by appropriate officer of the state of incorporation.

TO: The Secretary of the State of Connecticut

Date

1970

The corporation named below hereby applies for a Certificate of Authority to do business or conduct affairs in the State of Connecticut:

NAME OF CORPORATION <b>AMERON, INC.</b>	STATE OF INCORPORATION <b>California</b>	DATE OF INCORPORATION <b>September 13, 1961</b>
ADDRESS OF PRINCIPAL OFFICE IN STATE OF INCORPORATION <b>400 South Atlantic Blvd, Monterey Park, California 91754</b>		ADDRESS OF EXECUTIVE OFFICES <b>400 South Atlantic Blvd, Monterey Park, California 91754</b>
ADDRESS OF PROPOSED PRINCIPAL OFFICE IN CONNECTICUT <b>NONE</b>		

DIRECTORS AND OFFICERS

Name	Title	Residence Address
(SEE ATTACHED RIDER)		

THE CHARACTER OF THE BUSINESS WHICH THE CORPORATION INTENDS TO TRANSACT, OR THE AFFAIRS IT INTENDS TO CONDUCT, IN THE STATE OF CONNECTICUT IS

Manufacture and/or sales, service, storage of construction industry products.

DESIGNATION OF SHARES*			NUMBER OF SHARES		
Class	Series	Par	Issued and Outstanding	Treasury	Authorized
Common		\$5.00	2,189,479		6,000,000
Preferred		No Par			500,000

(If a nonprofit corporation) No part of the corporation's income is distributable to its members, directors, or officers.

We hereby declare, under the penalties of perjury, that the statements made in the foregoing application are true:

NAME OF PRESIDENT <del>OR VICE PRESIDENT</del> (Print or type) <b>L. R. Tollenaere</b>	NAME OF SECRETARY <del>OR ASSISTANT SECRETARY</del> (Print or type) <b>R. H. Jenner</b>
SIGNED: President <del>XXXXXXXXXXXX</del>	SIGNED: Secretary <del>XXXXXXXXXXXX</del>

\*If a nonstock corporation, so state under "Designation of Shares"

For office use only	FILED State of Connecticut DEC 24 1970 - 11 45 AM S. T. C. Secretary of State Div. <i>[Signature]</i>	FILING FEE \$ 36.	LICENSE FEE \$ 1.00	CERTIFICATION FEE \$	TOTAL FEES \$ 37.00
	SIGNED (for Secretary of the State) <i>[Signature]</i>				
	CERTIFIED COPY SENT ON (Date) Receipt + Cert. Auth.		INITIALS 1-11-71		
	TO C T Corporation System 510 South Spring St., Los Angeles, Calif. 90001				
	CARD LIST				

(Conn. - 1478 - 11/17/67)

Attn: Mrs. Shirley Zlatin